



Attorney Docket No.: 2102440-900110

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Kenneth R. Stuart et al.

Group Art Unit: 2611

Serial No.: 10/032,795

Examiner: Not Yet Assigned

Filed: December 26, 2001

Title: NARROWCAST MEDIA CONTENT DISTRIBUTION AND DISPLAY SYSTEM
WITH CONTENT BIASING ENGINE

* * *

POWER OF ATTORNEY BY ASSIGNEE

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

The undersigned, being Assignee of the entire right, title and interest in the above-identified application by virtue of an Assignment, a copy thereof is attached, under 37 C.F.R. §3.71, to prosecute the application to the exclusion of the Inventor(s), and grants Power of Attorney and correspondence address as stated herein.

EK3 Technologies, Inc., hereby appoints:

Practitioners at Customer Number: 26379 →



26379

PATENT TRADEMARK OFFICE

as attorneys/agents with full power of substitution and revocation to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Assignee:
EK3 Technologies, Inc.

Date: March 19, 2002

Printed Name: Ken Stuart

Title: CTO (Chief Technology Officer)

COPY

ASSIGNMENT

WHEREAS, Kenneth R. Stuart, Edward D. Elliott, Bryan Andrew Krawetz, and Jayesh Kumar Patel made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled

NARROWCAST MEDIA CONTENT DISTRIBUTION AND DISPLAY SYSTEM WITH CONTENT BIASING ENGINE

 issued as U.S Patent No. _____
X filed as serial no. 10/032,795 on December 26, 2001
 filed herewith

WHEREAS, EK3 Technologies, Inc., a Canadian corporation and whose address is 100 Collip Circle, Suite 230, London, Ontario, N6G 4X8 Canada and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, effective as of the date signed, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent

COPY

shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN WITNESS WHEREOF:

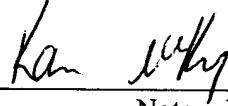


Kenneth R. Stuart

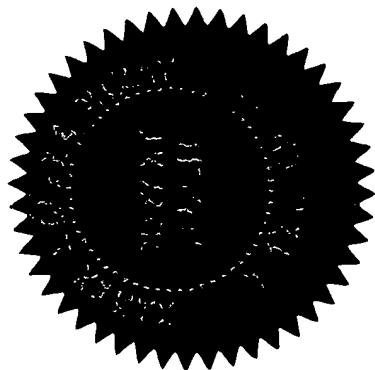
March 19, 2002
Date

On March 19, 2002 before me, Karen L. McCay, Notary Public, personally appeared Ken Stuart, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public



COPY

IN WITNESS WHEREOF:

Edward D. Elliott

Edward D. Elliott

March 19/2002

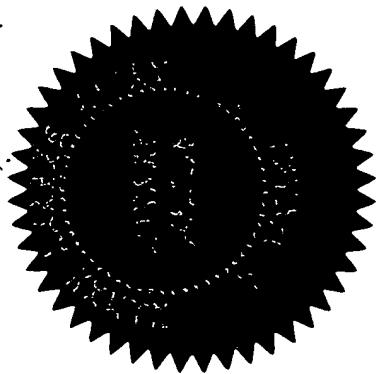
Date

On March 19, 2002 before me, Karen L. McKay, Notary Public, personally appeared Edward D. Elliott, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Karen McKay

Notary Public



IN WITNESS WHEREOF:

Bryan A. Krawetz

Bryan Andrew Krawetz

March 19/2002

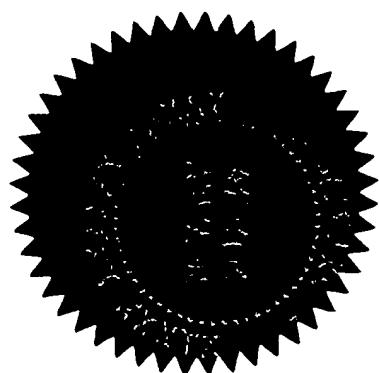
Date

On March 19, 2002 before me, Karen L. McKay, Notary Public, personally appeared Bryan A. Krawetz, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

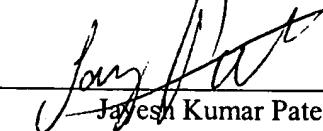
Witness my hand and official seal.

Karen McKay

Notary Public



IN WITNESS WHEREOF



Jayesh Kumar Patel

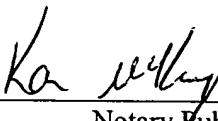
COPY

March 19 2002

Date

On March 19, 2002 before me, Karen L. McKay, Notary Public, personally appeared Jayesh K. Patel, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Karen L. McKay
Notary Public

